

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes only and is not an official document. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected and will not be considered for award.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert_zamarron@exec.state.hi.us. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

**STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII**

Legal Ad Date: August 11, 2000

**INVITATION FOR BIDS
NO. IFB-01-010-O**

**SEALED BIDS
FOR
LEASING OF STORAGE AND GARAGE SPACE
FOR
DEPARTMENT OF HEALTH
SAFE DRINKING WATER AND CLEAN WATER BRANCHES**

**will be received up to and opened at 2:00 p.m. (H.S.T.)
on
August 22, 2000**

**n the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416,
Honolulu, Hawaii 96813.**

**Questions relating to this bid solicitation may be directed to Mrs. Sharon Koga,
telephone (808) 586-0562, facsimile (808) 586-0570.**

**ROBERT J. GOVERNS, CPPB
Procurement Officer**

Name of Company

IFB-01-010-O

LEASING OF STORAGE AND GARAGE SPACE
FOR
DOH, SAFE DRINKING WATER AND CLEAN WATER BRANCHES
IFB-01-010-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

e-mail Address: _____

Exact Legal Name of Offeror

Payment address, if other than street
address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic. I.D. No.: _____

Street Address

Social Security or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

<u>Description</u>	<u>Bid Price Per Month</u>	<u>No. of Months</u>	<u>Total Bid Price</u>
Leasing of storage and garage space, as specified:	\$_____	12 months	\$_____

Approximate dimensions of storage space: _____sq. ft.

****Offeror shall also submit a detailed drawing, including dimensions, of the storage and garage space.****

Name and address of storage facility: _____

Contact person and title: _____

Telephone: _____

Insurance Coverage:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Commercial General Liability	_____	_____	_____

Offeror _____
Name of Company

SPECIFICATIONS FOR STORAGE AND GARAGE SPACE

1. Primary Purpose and Use:

Storage space for drinking water monitoring equipment and supplies, Clean Water Branch board motor boat and trailer used for coastal water quality monitoring on Oahu.

2. Space Requirements:

- A. Floor space shall be a minimum of 2800 square feet that will adequately provide secured storage for monitoring equipment and supplies for both the Safe Drinking Water Branch and Clean Water Branch.
- B. The space shall also provide for the safe storage of a 30' boat and a tow vehicle, in addition providing and adequate work area.

3. Security and Shelter Requirements:

- A. The facility shall provide adequate security to prevent unauthorized entry, vandalism, burglary, etc., while allowing 24-hour access by State personnel in the event of a program emergency.
- B. Facility shall be equipped with a drive-through entrance, minimum 12' wide by 13' high, and a metal constructed garage door with no exterior opening or view of the boat from outside.
- C. The exterior of the facility shall provide for a separate entry consisting of a standard-sized door, 3' wide x 7' high, with a dead-bolt lock and doorknob lock.
- D. The facility shall provide shelter and full protection from the weather.

4. Proximity from Main Office:

The storage and garage space shall be located within a radius of approximately 1-mile from the offices of the Department of Health, Clean Water and Safe Drinking Water Branches, located at 919 Ala Moana Blvd.

5. Facility Requirements:

- A. The facility shall have potable water, a toilet, wash basin and a sink of adequate size, for washing equipment as large as four feet long.
- B. The facility shall have electricity with standard electrical outlets and proper lighting. All electrical fixtures shall be operational and electrically safe.
- C. Ceiling lights and/or flood lights shall be located both inside and outside of the facility and be in proper working order.

6. Parking:

 The facility shall provide parking for at least two full-sized vehicles on the premises.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, if applicable, of the purchasing jurisdictions participating in this agreement (refer to STATE'S COMMITMENT of the Special Provisions).
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals

SCOPE

The Leasing of Storage and Garage Space to the Department of Health, Safe Drinking Water and Clean Water Branches, specified herein shall be subject to these Special Provisions, the attaches Specifications, and the GTC. Copies of the GTC are available at the SPO and on the Internet at <http://www.state.hi.us/licsd/dags/spo.html>.

CONTRACT ADMINISTRATOR (CA)

For purposes of this contract, Mr. William Wong, or his designated representative is named CA. The telephone number where he may be reached is (808) 586-4529.

STORAGE SPACE

The State reserves the right to inspect the storage and garage space offered for lease. Upon inspection, Offeror's operation and the lease space offered shall verify that requirements have been met. Offeror shall, if requested, provide any additional information and documentation to verify that offer is in accordance with specifications.

TERM OF CONTRACT

Contractor shall enter into a contract for leasing of Storage and Garage Space for a period of twelve (12) months commencing October 1, 2000. Unless terminated, the contract shall be extended for not more than two additional twelve (12) month periods, or part thereof, without rebidding, upon mutual agreement in writing at least ninety (90) days prior to expiration. The contract shall be extended provided that the contracted rate for

the extended period shall remain the same or lower than the initial contract price. The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior to written notice.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract. If the Offeror is, for example, a corporation, please do not insert in the space provided for the "Exact Legal Name of Offeror", the name of the person acting on behalf of the corporation.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Price. Bid Price shall be for leasing of storage and garage space for a period of twelve (12) months, and shall include all applicable taxes, and any other costs incurred.

Tax Clearance. Pursuant to §103D-328, HRS, successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

To facilitate this requirement, Offeror is urged to submit a valid tax clearance certificate together with the offer. However, if this is not feasible, the certificate should be applied for at DOTAX or the IRS and submitted to the State Procurement Office as soon as possible. If a valid certificate is not submitted on a timely basis prior to award of the contract, an offer otherwise responsive and responsible may be rejected and not considered for award.

The certificate is valid for six months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (rev. 1998) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/tax.html>

DOTAX Forms by Mail: (808) 587-7572
1-800-222-7572

DOTAX Forms by Fax: (on Oahu) (808) 587-7572
(outside Oahu) (808) 678-0522

Completed tax clearance applications may be mailed to one of the district tax offices listed on the application or faxed to one of the following numbers:

IRS:		(808) 541-1976
DOTAX:	Oahu	(808) 587-1720 or (808) 587-1488
	Maui	(808) 984-8522
	Kauai	(808) 274-3461
	Hawaii	(808) 974-6300

(If mailed, out-of-state offerors should send their application to DOTAX Oahu District Office.)

NOTE: Contractor is required to submit a tax clearance certificate for final payment on the contract. Refer to INVOICING of these special provisions.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the GTC, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore, not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Offeror shall provide insurance information as requested on the appropriate OFFER FORM page.

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible Offeror submitting the lowest total bid price.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, shall be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty day period as provided in Section 3.2 of the GTC. No contract performance and payments bonds are required for this contract.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days of receipt by the vendor as specified in Section 3.3 of the GTC. No contract performance and payments bonds are required for this contract.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P.O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be constructed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

The Contractor shall send an original invoice and three (3) copies, on a monthly basis, to the following address:

Department of Health
Safe Drinking Water Branch
919 Ala Moana Blvd., Room 308
Honolulu, HI 96814

Invoices shall indicate the purchase order or contract number. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor fails to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

ADDITIONS AND EXCEPTIONS TO THE GTC

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

GTCs Not Applicable. Sections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also §2.10 and 2.13 which apply specifically to the IFB method of source selection are not applicable to RFPs.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. GTC §2.5, paragraph four, is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1998-03, dated November 17, 1998, included herein by reference and made a part hereof. Three new bond forms issued as part of the directive, "Combination Performance and Payment Bond", "Performance Bond (Surety) for Supplemental Agreement for Goods and Services", and "Performance Bond for Supplemental Agreement for Goods and Services", are made a part of the GTC. Copies of the bond forms are available at the SPO.

Managed Process Review. Any Agreement resulting from this solicitation entered into between July 20, 1998 and July 1, 2001, and extends beyond June 30, 2001, is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws. 785, 787. Pursuant to the managed process review, the Agreement may be cancelled, continued, or extended by the State.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Refer to §2.8 of the GTC that addresses §103-55, HRS. Section 103-55, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.